

AGP-59. TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS/COMPONENTS/ SERVICES

- (a) Contractor Entitlement to Financing Payments. The Contractor may request, and the Institute shall pay, a Contract financing payment as specified elsewhere in this Contract when: the payment requested is properly due in accordance with this Contract; the supplies deliverable or services due under the Contract will be delivered or performed in accordance with the Contract; and there has been no impairment or diminution of the Institute's security under this Contract.
- (b) Special Terms Regarding Termination for Cause. If this Contract is terminated for cause, the Contractor shall, on demand, repay to the Institute the amount of unliquidated Contract financing payments. The Institute shall be liable for no payment except as provided by the "Termination for Cause" Article of the Contract.
- (c) Security for Institute Financing. In the event the Contractor fails to provide adequate security, as required by the Institute, no financing payment shall be made under this Contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for Contract financing. If at any time the Institute determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Institute determines necessary. In the event the Contractor fails to provide such additional security, the Institute may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Institute the amount of unliquidated financing payments as the Institute at its sole discretion deems repayable.
- (d) Reservation of Rights.
 - (1) No payment or other action by the Institute under this Article shall (i) excuse the Contractor from performance of obligations under this Contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the Contract.
 - (2) The Institute's rights and remedies under this Article (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this Contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this Article or the exercise of any other right, power, or privilege of the Institute.
- (e) Content of Contractor's Request for Financing Payment. The Contractor's request for financing payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for financing payment;
 - (3) The Contract number and/or other identifier of the Contract or Order under which the request is made; and
 - (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Institute.
- (f) Limitation on Frequency of Financing Payments. Contractor financing payments shall be provided no more frequently than monthly.
- (g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms and the terms in this Article, the terms of this Article shall govern.